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FCM PRODUCT SPECIFIC CONTRACT TERMS AND ELIGIBILITY CRITERIA  
MANUAL

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**SCHEDULE 3  
FCM FOREXCLEAR**

**PART A  
FCM FOREXCLEAR NDF CONTRACT TERMS**

The terms of a registered FCM ForexClear NDF Contract shall include these FCM ForexClear NDF Contract Terms which shall comprise:

Interpretation;

- (1) Economic Terms; and
- (2) Standard Terms, being both the:
  - A. Specific Standard Terms; and
  - B. General Standard Terms

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail.

Subject to the FCM Regulations and the FCM Procedures, the Clearing House will use the FCM ForexClear NDF Contract Terms applicable to an FCM ForexClear NDF Contract to calculate the amounts due under the FCM ForexClear NDF Contract to, or from, the Clearing House in accordance with the FCM Procedures.

**1. Interpretation ("Interpretation")**

- 1.1 **"ISDA Definitions"** means the 1998 FX and Currency Options Definitions (including Annex A thereto) as published by ISDA, EMTA and FXC, and the same are incorporated by reference herein.
- 1.2 **"FXC"** means the Foreign Exchange Committee or any successor entity
- 1.3 **"ISDA"** means International Swaps and Derivatives Association, Inc. or any successor entity.
- 1.4 Words and expressions used in these FCM ForexClear NDF Contract NDF Terms which are not defined herein shall have the meanings given to them in the FCM Regulations and the FCM Procedures, unless expressly provided otherwise. Words and expressions used in these FCM ForexClear NDF Contract NDF Terms which are not defined in the FCM Regulations and the FCM Procedures but which are defined in the ISDA Definitions shall have the meanings given to them in the ISDA Definitions, unless expressly provided otherwise.
- 1.5 In the event of an inconsistency, the FCM Regulations and the FCM Procedures will prevail over the ISDA Definitions.
- 1.6 References in the ISDA Definitions to an **"FX Transaction"** shall be deemed to be references to an **"FCM ForexClear NDF Transaction"** for the purposes of the FCM ForexClear Service.

- 1.7 Except where expressly stated otherwise, all reference to "**Sections**" means Sections in the ISDA Definitions.
- 1.8 In relation to any amendment to the ISDA Definitions published from time to time by ISDA, EMTA and FXC, the Clearing House may from time to time, by notice delivered to the FCM ForexClear Clearing Members, give directions as to whether such amendment shall apply to FCM ForexClear Contracts with immediate effect or with such deferred effect as the Clearing House shall determine (**provided that** in any event any such amendment shall only apply in relation to FCM ForexClear Contracts that have a Trade Date that falls on or after the effective date of such amendment).
- 1.9 Any such notice may provide that despite the application of any such amendment to the ISDA Definitions to FCM ForexClear Contracts going forward, these FCM ForexClear Contracts shall continue, for the purpose of margining, valuation, set-off or otherwise, to be regarded as fully fungible with FCM ForexClear Contracts registered in an FCM ForexClear Clearing Member's name prior to the time such amendment comes into effect.
- 1.10 The accidental omission to give notice under this provision to, or the non-receipt of notice under paragraphs 1.8 or 1.9 above by, any FCM ForexClear Clearing Member shall not invalidate the amendment with which the notice is concerned.

## 2. **Economic Terms**

- 2.1 The Economic Terms of an FCM ForexClear NDF Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding FCM ForexClear Transaction.
- 2.2 The particulars of an FCM ForexClear Transaction presented to the Clearing House must include matched information in respect of the following Economic Terms which are not predetermined in the EMTA Templates or Non-EMTA NDF Contract Templates, where applicable:
  - (1) Trade Date (Section 1.25)
  - (2) Forward Rate (Section 2.1(a))
  - (3) Reference Currency Notional Amount (Section 1.21) or Notional Amount (Section 1.17(b)) in USD
  - (4) Reference Currency Buyer (Section 1.20)
  - (5) Reference Currency Seller (Section 1.22)
  - (6) scheduled Settlement Date (Section 1.24) (where applicable, without prejudice to the adjustments set out in the relevant EMTA Template or Non-EMTA NDF Contract Template)
  - (7) scheduled Valuation Date (Section 1.16(f)) (where applicable, without prejudice to the adjustments set out in the relevant EMTA Template or Non-EMTA NDF Contract Template).

- 2.3 However, as set out more particularly in FCM Regulation 38, where the FCM ForexClear Transaction specifies an FCM ForexClear Clearing Member as the Reference Currency Seller, with the other FCM ForexClear Member as the Reference Currency Buyer, the Clearing House, in respect of each FCM ForexClear NDF Contract to which it is party pursuant to the corresponding FCM ForexClear Transaction, shall be (i) the Reference Currency Buyer; and (ii) the Reference Currency Seller under such FCM ForexClear Contract, respectively.

3. **Specific Standard Terms ("Specific Standard Terms")**

The following terms are designated as Specific Standard Terms of a registered FCM ForexClear Contract:

- 3.1 The EMTA Template or Non-EMTA NDF Contract Template that is appropriate to the particular Currency Pair is incorporated by reference into these FCM ForexClear NDF Contract Terms, as amended herein, and governs the terms of an FCM ForexClear NDF Contract relating to a given Currency Pair together with, and subject to, the Economic Terms ~~set out in Clause 2 above, and~~ the Specific Standard Terms and the General Standard Terms ~~set out in this Clause 3, and the General Standard Terms set out in Clause 4 or Clause 5 below~~, as applicable. For the avoidance of doubt, each EMTA Template shall be deemed to exclude the EMTA ~~Template-template Terms-terms~~ for Non-Deliverable Cross-Currency FX Transactions published by EMTA ~~on 31 May 2011~~.

- 3.2 In the format "Reference Currency – Settlement Currency", the Currency Pairs are

- (1) BRL-USD
- (2) CLP-USD
- (3) CNY-USD
- (4) INR-USD
- (5) KRW-USD
- (6) RUB-USD
- (7) COP-USD
- (8) IDR-USD
- (9) MYR-USD
- (10) PHP-USD
- (11) TWD-USD
- (12) PEN-USD
- (13) EUR-USD

The following terms are designated as General Standard Terms of a registered FCM ForexClear Contract:

#### 4.1 ***Business Days***

For the purposes of determining the Settlement Date and the Valuation Date only, in addition to the Business Days for the Principal Financial Centers for the Currency Pair specified in the relevant Economic Terms, the Business Days specified in the Swaps Monitor Financial Calendar as published by Swaps Monitor Publications, Inc. (as further detailed in the FCM Procedures) from time to time, will apply to an FCM ForexClear Contract, except where the Clearing House notifies FXCCMs otherwise in accordance with section 2.2.8(pk) (*Reference Data*) of the FCM Procedures.

#### 4.2 ***Withholding Tax Provisions***

4.2.1 All payments due under an FCM ForexClear NDF Contract shall be made by the FCM ForexClear Clearing Member free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the FCM ForexClear Clearing Member, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Clearing House receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

4.2.2 All payments due under an FCM ForexClear NDF Contract shall be made by the Clearing House free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the Clearing House, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the FCM ForexClear Clearing Member receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

#### 4.3 ***Payment of Stamp Tax***

Each FCM ForexClear Clearing Member will pay any Stamp Tax or duty levied or imposed upon it in respect of any FCM ForexClear NDF Contract to which it is a party by a jurisdiction in which it is incorporated, organized, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting is located or by any other jurisdiction, and will indemnify the Clearing House against any stamp tax or duty levied or imposed upon the Clearing House by any such jurisdiction in respect of any FCM ForexClear NDF Contract registered by the Clearing House and to which that FCM ForexClear Clearing Member is a party.

#### 4.4 ***Discontinuation of a Settlement Rate Option***

(a) If:

**PART B**  
**REGISTRATION OF AN FCM FOREXCLEAR NDF CONTRACT - PRODUCT**  
**ELIGIBILITY CRITERIA**

**1. Registration of an FCM ForexClear Contract**

Without prejudice to the FCM Regulations and the FCM Procedures, the Clearing House will only register an FCM ForexClear NDF Contract pursuant to receipt of particulars of a transaction where at the time of the particulars being presented:

- (a) the transaction meets the Product Eligibility Criteria set out in paragraphs 2 -or 3 below, as applicable, for an FCM ForexClear NDF Transaction; and
- ~~(b) — each party to the transaction is a ForexClear Dealer (as defined in the UK Regulations), a ForexClear Clearing Member, an FCM ForexClear Clearing Member, a ForexClear Clearing Client (as defined in the UK Regulations), an FCM Client or, in respect of Risk Neutralisation, the Clearing House and an Executing Party; and~~
- ~~(c)(b) the FCM ForexClear Clearing Member in whose name the FCM ForexClear NDF Contract is to be registered has not been declared a defaulter by the Clearing House.~~

and the requirements of paragraph 1(a) and; (b) ~~and (c)~~ above continue to be satisfied at the Registration Time.

**2. FCM ForexClear Product Eligibility Criteria for an FCM ForexClear NDF Contract – EMTA Template Currency Pairs**

<b>Instrument</b>	Non-Deliverable FX Transaction
<b>Economic Terms</b>	The transaction particulars submitted to the Clearing House specify all the Economic Terms.
<b>Reference Currency</b>	One of: <ul style="list-style-type: none"><li>1. BRL – Brazilian Real,</li><li>2. RUB – Russian Rouble,</li><li>3. INR – Indian Rupee,</li><li>4. CLP – Chilean Peso,</li><li>5. CNY – Chinese Yuan,</li><li>6. KRW – South Korean Won,</li><li>7. COP – Colombian Peso,</li><li>8. IDR – Indonesian Rupiah,</li></ul>

9. MYR – Malaysian Ringgit,
10. PHP – Philippine Peso,
11. TWD – Taiwan Dollar, or
12. PEN – Peruvian Sol.

**Valuation Date** A date with respect to the EMTA Template Currency Pair to which the FCM ForexClear NDF Transaction relates and is (i) a valid Business Day, (ii) no earlier than the Business Day (as defined in the FCM Regulations) immediately following the Submission Date and (iii) determined as set forth in the FCM Procedures and/or relevant EMTA Template for the EMTA Template Currency Pair.

**Settlement Date** A date with respect to the EMTA Template Currency Pair to which the FCM ForexClear NDF Transaction relates and is:

- A. no earlier than the date immediately following the Valuation Date; and
- B. no later than the date falling (1) for Brazilian Real, five calendar years and (2) for all other Reference Currencies, two calendar years, in each case plus two Business Days immediately following the Submission Date, **provided that** in each case such date shall be: (i) a valid Business Day and (ii) determined as set out in the FCM Procedures and/or relevant EMTA Template.

**Settlement Type** Non-Deliverable

**Settlement Currency** USD

**Calculation Agent** The Clearing House

### 3. FCM ForexClear Product Eligibility Criteria for an FCM ForexClear NDF Contract – Non-EMTA Currency Pairs

<b>Instrument</b>	Non-Deliverable FX Transaction – Non-EMTA Currency Pairs
<b>Economic Terms</b>	The transaction particulars submitted to the Clearing House specify all the Economic Terms.
<b>Reference Currency</b>	One of:
	1. EUR – Euro,

	2. GBP – British Pound,
	3. AUD – Australian Dollar,
	4. CHF – Swiss Franc,
	5. JPY – Japanese Yen, 6. DKK – Danish Krone, 7. NOK – Norwegian Krone, 8. SEK – Swedish Krona, 9. CAD – Canadian Dollar, 10. SGD – Singapore Dollar, 11. ZAR – South African Rand, 12. MXN – Mexican Peso, 13. NZD – New Zealand Dollar, or 14. HKD – Hong Kong Dollar.
<b>Valuation Date</b>	A date with respect to the Non-EMTA Template Currency Pair to which the FCM ForexClear Transaction relates and is (i) a valid Business Day, (ii) no earlier than the Business Day (as defined in the FCM Regulations) immediately following the Submission Date and (iii) determined as set forth in the FCM Procedures and/or given Non-EMTA NDF Contract Template.
<b>Settlement Date</b>	A date with respect to the Non-EMTA Template Currency Pair to which the FCM ForexClear Transaction relates and is:  A. no earlier than the date immediately following the Valuation Date; and  B. no later than the date falling (1) for Euro, British Pound, Australian Dollar, Swiss Franc and Japanese Yen, five (5) calendar years and (2) for all other Non-EMTA Currencies, two (2) calendar years, in each case plus two Business Days immediately following the Submission Date, <b>provided that</b> in each case such date shall be: (i) a valid Business Day and (ii) determined as set out in the FCM Procedures and/or given Non-EMTA NDF Contract Template.



**PART D**  
**FCM FOREXCLEAR NDO CONTRACT TERMS; FCM FOREXCLEAR CONTRACTS**  
**ARISING FROM FCM FOREXCLEAR NDO TRANSACTIONS**

Where an FCM ForexClear NDO Contract arises between the Clearing House and an FCM ForexClear Clearing Member pursuant to the FCM Regulations and the terms of any agreement entered into between them, the terms of such registered FCM ForexClear NDO Contract shall include these FCM ForexClear NDO Contract Terms, which shall comprise:

- (1) Interpretation;
- (2) Economic Terms; and
- (3) Standard Terms.

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail.

Subject to the FCM Regulations and the FCM Procedures, the Clearing House will use the FCM ForexClear NDO Contract Terms applicable to an FCM ForexClear NDO Contract to calculate the amounts due under the FCM ForexClear NDO Contract to, or from, the Clearing House in accordance with the FCM Procedures.

**1. Interpretation ("Interpretation")**

- 1.1 **"ISDA Definitions"** means the 1998 FX and Currency Options Definitions (including Annex A thereto) as published by ISDA, EMTA and FXC and, as applicable, are incorporated by reference herein.
- 1.2 **"FXC"** means the Foreign Exchange Committee or any successor entity.
- 1.3 **"ISDA"** means the International Swaps and Derivatives Association, Inc. or any successor entity.
- 1.4 Words and expressions used in these FCM ForexClear NDO Contract Terms that are not defined herein shall have the meaning given to them in the FCM Regulations or the FCM Procedures, unless expressly provided otherwise. Words and expressions used in these FCM ForexClear NDO Contract Terms that are not defined in the FCM Regulations and the FCM Procedures, but which are defined in the ISDA Definitions, EMTA Templates or LCH Non-EMTA NDO Contract Templates, shall have the meanings given to them in the ISDA Definitions, EMTA Templates or LCH Non-EMTA NDO Contract Templates, unless expressly provided otherwise.
- 1.5 In the event of an inconsistency or conflict, the FCM Regulations and FCM Procedures will prevail over the ISDA Definitions.
- 1.6 References in the ISDA Definitions to a "Currency Option Transaction" shall be deemed to be references to an "FCM ForexClear NDO Transaction" for the purposes of these FCM ForexClear NDO Contract Terms.
- 1.7 Except where expressly stated otherwise, all reference to "Sections" means Sections in the ISDA Definitions.

- 1.8 In relation to any amendment to the ISDA Definitions published from time to time by ISDA, EMTA and FXC, the Clearing House may from time to time, by notice delivered to the FCM ForexClear Clearing Members, give directions as to whether such amendment shall apply to FCM ForexClear NDO Contracts and, if so, with immediate effect or with such deferred effect as the Clearing House shall determine (provided that in any event any such amendment shall only apply in relation to FCM ForexClear NDO Contracts that have a Trade Date that falls on or after the effective date of such amendment).
- 1.9 Any such notice may provide that despite the application of any such amendment to the ISDA Definitions to FCM ForexClear NDO Contracts going forward, these FCM ForexClear NDO Contracts shall continue, for the purpose of margining, valuation, set-off or otherwise, to be regarded as fully fungible with FCM ForexClear NDO Contracts registered in a FCM ForexClear Clearing Member's name prior to the time such amendment comes into effect.
- 1.10 The omission to give notice under this provision to, or the non-receipt of notice under paragraphs 1.8 or 1.9 above by, any FCM ForexClear Clearing Member shall not invalidate the amendment with which the notice is concerned.

## 2. **Economic Terms**

- 2.1 The Economic Terms of an FCM ForexClear NDO Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding FCM ForexClear NDO Transaction.
- 2.2 The particulars of an FCM ForexClear NDO Transaction presented to the Clearing House must include matched information in respect of the following Economic Terms that are not predetermined in the relevant EMTA Template or LCH Non-EMTA NDO Contract Template, where applicable:
- (a) Trade Date (Section 1.25)
  - (b) Buyer (Section 3.1(a))
  - (c) Seller (Section 3.1(f))
  - (d) Call Currency (Section 3.1(b))
  - (e) Call Currency Amount (Section 3.1(c))
  - (f) Put Currency (Section 3.1(d))
  - (g) Put Currency Amount (Section 3.1(e))
  - (h) Strike Price (Section 3.1(g))
  - (i) Settlement Date (Section 1.24)
  - (j) Valuation Date (Section 1.16(f))
  - (k) Premium; Price (Section 3.4(a))
  - (l) Premium Payment Date (Section 3.4(b))

2.3 However, as set out more particularly in FCM Regulation 38, where the FCM ForexClear NDO Transaction specifies an FCM ForexClear Clearing Member as the Seller, with the other FCM ForexClear Member as the Buyer, the Clearing House, in respect of each FCM ForexClear NDO Contract to which it is party pursuant to the corresponding FCM ForexClear NDO Transaction, shall be (i) the Buyer; and (ii) the Seller under such FCM ForexClear NDO Contract, respectively.

### 3. **Standard Terms ("Standard Terms")**

The following terms are the Standard Terms of a registered FCM ForexClear NDO Contract:

#### 3.1 *EMTA and Non-EMTA Currencies – Template Terms*

The EMTA Template or Non-EMTA NDO Contract Template that is appropriate to the particular Currency Pair is incorporated by reference into these ForexClear Contract Terms, as amended herein, and governs the terms of a ForexClear NDO Contract relating to a given Currency Pair together with, and subject to, the Economic Terms and the Standard Terms, as applicable. For the avoidance of doubt, each EMTA Template shall be deemed to exclude the EMTA template terms for Non-Deliverable Cross-Currency FX Transactions published by EMTA.

#### 3.13.2 *Non-Deliverable Transaction*

The FCM ForexClear NDO Transaction ~~evidenced~~, and the related FCM ForexClear NDO Contract evidenced by these FCM ForexClear NDO Contract Terms, shall be a Non-Deliverable Currency Option Transaction.

#### 3.23.3 *Currency Option Style (Section 3.2)*

European

#### 3.33.4 *Currency Option Type (Section 3.3)*

Put / Call

#### 3.43.5 *Date of Annex A (Section 4.2)*

Annex A to the ISDA Definitions is incorporated, as amended as at the Trade Date.

#### 3.53.6 *Calculation Agent (Section 1.3)*

The Clearing House is the Calculation Agent.

#### 3.63.7 *Exercise (Section 3.6(a)) and Effectiveness of Notice of Exercise (Section 3.6(b))*

The FCM Procedures shall govern the method by which the parties to an FCM ForexClear NDO Contract shall be able to exercise the rights granted pursuant to the related FCM ForexClear NDO Transaction and the effectiveness of such exercise. Accordingly, Section 3.6(a) and Section 3.6(b) of the ISDA Definitions shall each be disappplied in their entirety.

#### 3.73.8 *Automatic Exercise (Section 3.6(c))*

- (a) Subject to (b) below, Automatic Exercise shall be applicable to an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract.
- (b) The manner in which Automatic Exercise shall apply to an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract shall not be as set forth in Section 3.6(c) of the ISDA Definitions, but in accordance with, and subject to, the FCM Procedures.

### 3.83.9 **Terms Relating to Settlement (Section 3.7(b))**

The FCM Procedures shall govern the settlement of an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract and, accordingly, Section 3.7(b) of the ISDA Definitions shall be disappplied in its entirety (as applicable).

### 3.93.10 **Business Days**

For the purposes of determining the Settlement Date, Valuation Date and Expiration Date, in addition to the Business Days for the Principal Financial Centers for the Currency Pair specified in the relevant Economic Terms, the Business Days specified in the Swaps Monitor Financial Calendar as published by Swaps Monitor Publications, Inc. (as further detailed in the FCM Procedures) from time to time, will apply to an FCM ForexClear NDO Contract, except where the Clearing House notifies FCM ForexClear Clearing Members otherwise in accordance with section 2.2.8(p) (Reference Data) of the FCM ~~the~~ Procedures.

### 3.103.11 **Withholding Tax Provisions**

- (a) All payments due under an FCM ForexClear NDO Contract shall be made by the FCM ForexClear Clearing Member free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the FCM ForexClear Clearing Member, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Clearing House receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.
- (b) All payments due under an FCM ForexClear NDO Contract shall be made by the Clearing House free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the Clearing House, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the FCM ForexClear Clearing Member receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

### 3.113.12 **Payment of Stamp Tax**

Each FCM ForexClear Clearing Member will pay any Stamp Tax or duty levied or imposed upon it in respect of any FCM ForexClear NDO Contract to which it is a party by a jurisdiction in which it is incorporated, organised, managed and controlled, or considered to have its seat,

or in which a branch or office through which it is acting is located ("**Stamp Tax Jurisdiction**") or by any other jurisdiction, and will indemnify the Clearing House against any Stamp Tax or duty levied or imposed upon the Clearing House by any such Stamp Tax Jurisdiction or by any other jurisdiction in respect of any FCM ForexClear NDO Contract registered by the Clearing House and to which that FCM ForexClear Clearing Member is a party.

### 3.123.13 ***Payments under an FCM ForexClear NDO Contract***

Payments under, and in respect of, an FCM ForexClear NDO Contract shall be calculated by the Clearing House and shall be made by, or to, the FCM ForexClear Clearing Member in accordance with the provisions of the FCM Procedures.

### 3.133.14 ***Regulations***

An FCM ForexClear NDO Contract shall be subject to the FCM Regulations and the FCM Procedures, which shall form a part of its terms. In the event of any inconsistency between these FCM ForexClear NDO Contract Terms and the FCM Regulations or the FCM Procedures, the FCM Regulations and the FCM Procedures will prevail.

### 3.143.15 ***Governing Law***

Each FCM ForexClear NDO Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the State of New York in the United States of America without regard to principles of conflicts of laws and the parties hereby irrevocably agree for the benefit of the Clearing House that (i) the courts of the State of New York, Borough of Manhattan in the United States of Americas, (ii) the United States District Court for the Southern District of New York, or (iii) the courts of England and Wales shall have exclusive jurisdiction to hear and determine any action or dispute which may arise herefrom. The FCM ForexClear Clearing Member party hereto irrevocably submits to such jurisdiction and agrees to waive any objection it might otherwise have to such jurisdiction, save that this submission to the exclusive jurisdiction of the courts of the State of New York, Borough of Manhattan in the United States of Americas, the United states District Court for the Southern District of New York or the courts of England and Wales shall not (and shall not be construed so as to) limit the right of the Clearing House to take proceedings in any other court of competent jurisdiction, nor shall the taking of action in one or more jurisdictions preclude the Clearing House from taking action in any other jurisdiction, whether concurrently or not.

### 3.153.16 ***Third Party Rights***

A person who is not a party to an FCM ForexClear NDO Contract shall have no rights under or in respect of it. Rights of third parties to enforce any terms of an FCM ForexClear NDO Contract are expressly excluded.

### 3.17 ***Non-EMTA Currencies***

The following terms are designated as Standard Terms of a registered FCM ForexClear NDO Contract only where EUR, GBP, AUD, CHF or JPY is the Reference Currency.

~~(a)~~ Valuation Postponement for Price Source Disruption

“**Valuation Postponement**” means, for purposes of obtaining a Settlement Rate, that the Settlement Rate will be determined on the Business Day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date, that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Settlement Rate will be determined on the next Business Day after the Maximum Days of Postponement as being the applicable Fallback Reference Price.

“**Fallback Reference Price**” means the Clearing House calculated end of day spot price for the applicable Currency Pair from the previous end of day margin run.

~~(b)~~ WM/Reuters Closing Spot Rate

~~(a)(b) The following shall only apply to an FCM ForexClear NDO Contract where EUR, GBP, AUD, CHF or JPY is the Reference Currency:~~

“**WM/Reuters Closing Spot Rate**” means, for the relevant Currency Pair, the exchange rate at the relevant time at which such rate is to determined for foreign exchange transactions for value on the relevant Settlement Date, as calculated and published by the WM Company and Thomson Reuters, which appears on the respective Thomson Reuters screen, as follows:

- ~~(ia)~~ Reference Currency: AUD; Settlement Currency: USD; Thomson Reuters Screen: USDAUDFIXM=WM;
- ~~(iib)~~ Reference Currency: GBP; Settlement Currency: USD; Thomson Reuters Screen: USDGBPFIXM=WM;
- ~~(iiie)~~ Reference Currency: EUR; Settlement Currency: USD; Thomson Reuters Screen: USDEURFIXM=WM;
- ~~(ivd)~~ Reference Currency: CHF; Settlement Currency: USD; Thomson Reuters Screen: USDCHFFIXM=WM; or
- ~~(ve)~~ Reference Currency: JPY; Settlement Currency: USD; Thomson Reuters USDJPYFIXM=WM.

4. If the terms of an EMTA Template or LCH Non-EMTA NDO Contract Template conflict with these FCM ForexClear NDO Contract Terms, these FCM ForexClear NDO Contract Terms shall prevail. If the terms of an EMTA Template conflict with the ISDA Definitions, the terms of the EMTA Template shall prevail.

**PART E**  
**REGISTRATION OF AN FCM FOREXCLEAR NDO CONTRACT - PRODUCT**  
**ELIGIBILITY CRITERIA**

**1. Registration of an FCM ForexClear NDO Contract**

Without prejudice to the FCM Regulations and the FCM Procedures, the Clearing House will only register an FCM ForexClear NDO Contract pursuant to receipt of particulars of a transaction where at the time of the particulars being presented:

- (a) the transaction meets the FCM Product Eligibility Criteria set out in paragraph ~~2-or-3~~ below, ~~as applicable,~~ for an FCM ForexClear NDO Transaction; and
- ~~(b) —~~ each party to the transaction is a ForexClear Dealer (as defined in the UK Regulations), a ForexClear Clearing Member, an FCM ForexClear Clearing Member, a ForexClear Clearing Client (as defined in the UK Regulations), an FCM Client or, in respect of Risk Neutralisation, the Clearing House—an Executing Party; and
- ~~(e)(b) the FCM ForexClear Clearing Member in whose name the FCM ForexClear NDO Contract is to be registered has not been declared a defaulter by the Clearing House.~~

and the requirements of paragraphs 1(a) and, (b) ~~and (e)~~ above continue to be satisfied at the Registration Time.

5.2. **Product Eligibility Criteria for an FCM ForexClear NDO Contract**

<b>Instrument</b>	Non-Deliverable Currency Option Transaction
<b>Economic Terms</b>	The transaction particulars submitted to the Clearing House specify all the Economic Terms.
<b>Currency Pair</b>	One of
	USD/BRL,
	USD/KRW,
	USD/INR,
	USD/TWD,
	AUD/USD,
	EUR/USD,
	GBP/USD,
	CHF/USD, or